

**CERTIFICATE OF TRUST FOR THE PEYTON PAGE LEE HALLE  
TRUST DATED NOVEMBER 16, 2006**

Comes now James G. Robbins, Trustee of the Peyton Page Lee Halle Trust Dated November 16, 2006 and files this Certificate of Trust as follows:

Name: The Peyton Page Lee Halle Trust dated November 16, 2006.

Grantor: David P. Halle, Jr.

Street and Mailing Address of the Grantor:

6484 Robbins Ridge Lane  
Memphis, Tennessee 38119  
Phone: (901) 767-3780

Street and Mailing Address of the Trustee:

6484 Robbins Ridge Lane  
Memphis, Tennessee 38119  
Phone: (901) 767-3780

Legal Description of interest in Real Property owned by or conveyed to the Trust:

See attached Exhibit "A"

The Anticipated Date of Termination of the Trust:

Upon the beneficiary obtaining the age of 35 years.

The General Powers of the Trustee:

1. The TRUSTEE shall have all powers granted to fiduciaries under T.C.A § 35-50-110 and any others that may be allowed by law, with respect to each trust hereunder, to be exercised as the TRUSTEE in his discretion determines to be to the best interest of the beneficiaries; he is moreover expressly authorized:

(a) To retain any property, or undivided interests in property, received from the GRANTOR or from any other source, including residential or agricultural property, regardless of any lack of diversification, risk, or non-productivity;

(b) To invest and reinvest the Trust estate in any property or undivided interests in property, wherever located, including bonds, notes, secured or unsecured, stock of corporations, life insurance on any party in which any beneficiary may have an insurable interest, real estate or any interest in real estate, and interests in trusts, including common trust funds, without being limited by any statute or rule of law concerning investments by Trustees;

- (c) To buy, sell, lease, mortgage or exchange any property, real or personal; including options thereon, for cash or on credit, on such terms as he deems appropriate; and to this end, the TRUSTEE shall have "the power of sale" and no person dealing with the TRUSTEE need see to his authority as such TRUSTEE;
- (d) To operate, maintain, repair, improve, or remove any improvements on real estate; to make leases and subleases for terms of any length, even though the terms may extend beyond the termination of the Trust; to subdivide real estate; to grant easements, give consents, and make contracts relating to real estate or its use; to release or dedicate any interest in real estate;
- (e) To borrow money for any purpose, either from the TRUSTEE, or from others, and to mortgage or pledge any Trust property;
- (f) To employ attorneys, auditors, depositaries, proxies and agents, with or without discretionary powers; and to keep any property in the name of a TRUSTEE or a nominee, with or without disclosure of any fiduciary relationship, or in bearer form;
- (g) To determine the manner of ascertainment of income and principal, and the allocation or apportionment between income and principal of all receipts and disbursements, including compensation for the TRUSTEE and to establish out of income and credit to principal reasonable reserves for depreciation of tangible property;
- (h) To conserve or abandon property; to collect, pay, contest, compromise, or abandon demands of or against the Trust estate, wherever situated; and to execute contracts, notes, conveyances, and other instruments, including instruments containing covenants and warranties binding upon and creating a charge against the Trust estate, and containing provisions excusing personal liability;
- (i) To receive additional property from any source and add it to and comingle it with the Trust estate;
- (j) To enter into any transaction authorized by this Article with Trustees, executors or administrators of other trusts or estates in which any beneficiary hereunder has any interest, even though any such Trustee or representative is TRUSTEE hereunder; and in any such transaction to purchase property, or make loans on notes secured by property, even though similar or identical property constitutes all or a large proportion of the balance of the Trust estate, and to retain any such property or note with the same freedom as if it had been an original part of the Trust estate;
- (k) To allocate or make distribution of different kinds or disproportionate share of property or undivided interests in property among the beneficiaries or trusts, and to determine the value of any such property. The TRUSTEE may make joint investments of funds in such trusts, and may hold the several trusts as a common fund dividing the net income therefrom among the beneficiaries of the several trusts proportionately; and
- (l) To do such other acts as are not prohibited by law, whether or not kindred to those set out herein, to the end that the TRUSTEE shall have the broadest possible powers and flexibility in administration of this Trust.

2. (a) To the extent that any such requirements can legally be waived, no TRUSTEE shall ever be required to give bond as TRUSTEE; to qualify before, be appointed by, or file accountings with any court; or to obtain the order or approval of any court in the exercise of any power or discretion hereunder, however, the TRUSTEE may, should he choose to do so, apply to any court of competent jurisdiction in Shelby County, Tennessee for guidance or instructions in respect to his duties or responsibilities.

(b) No person paying money or delivering any property to any TRUSTEE need see to its application.


(c) Any TRUSTEE shall be entitled to reasonable compensation for services in administering or distributing the Trust property, and to reimbursement for expenses.

(d) Except as otherwise specifically provided in this agreement, the TRUSTEE may rely upon any notice, certificate, affidavit, letter, telegram or other document believed by him to be genuine, or upon any evidence deemed by him to be sufficient, in making any payment or distribution hereunder. The TRUSTEE shall incur no liability for any payment of distribution made in good faith and without actual notice or knowledge of a changed condition or status affecting any person's interest in the Trust.

3. At least annually, the TRUSTEE shall prepare and deliver to any guardian for David Philip Halle, III (in the absence of any legally-appointed guardian), to Toni Morris Halle, and to any adult beneficiary, a copy of Trust's tax returns and K-1's and, if requested, an accounting of the assets and liabilities and income and expenses of the Trust.

4. The TRUSTEE accepts this Trust and agrees to carry out the provisions hereof to the best of his ability, but shall not be personally responsible for any mistake in judgment or for any decrease in value or loss to the Trust estate, or for any cause of action whatsoever except his own bad faith or gross negligence.

WITNESS my signature this the 18<sup>th</sup> day of December, 2006.

  
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 JAMES G. ROBBINS, Trustee of the Peyton  
 Page Lee Halle Trust Dated November 16, 2006

STATE OF TENNESSEE

COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority in and for the said state and county on this 18<sup>th</sup> day of December, 2006, within my jurisdiction, the within named James G. Robbins, who acknowledged that he is the Trustee of the Peyton Page Lee Halle Trust Dated November 16, 2006 and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.



Ada Carole Arkin  
Notary Public

MY COMMISSION EXPIRES SEPTEMBER 30, 2009

## PROPERTY DESCRIPTION

SECTION 29, TOWNSHIP 1 SOUTH, RANGE 5 WEST

COMMENCING AT THE RECOGNIZED AND ACCEPTED SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 5 WEST IN DESOTO COUNTY, MISSISSIPPI AND SAID POINT BEING IN THE CENTER OF GOODMAN ROAD - MISSISSIPPI STATE HIGHWAY NO. 302; THENCE SOUTH 89 DEGREES 48 MINUTES 27 SECONDS WEST ALONG THE SOUTH LINE OF SECTION 29, A DISTANCE OF 241.81 FEET TO A POINT; THENCE NORTH 00 DEGREES 11 MINUTES 33 SECONDS WEST A DISTANCE OF 30.00 FEET TO AN IRON PIN SET IN THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 48 MINUTES 27 SECONDS WEST WITH THE NORTH LINE OF GOODMAN ROAD A DISTANCE OF 2691.79 FEET TO AN IRON PIN (SET) IN THE EAST LINE OF 'COUNTRY MEADOWS' SUBDIVISION AS RECORDED IN PLAT BOOK 33, PAGE 1; THENCE NORTH 01 DEGREES 55 MINUTES 27 SECONDS EAST WITH SAID EAST LINE A DISTANCE OF 1432.16 FEET TO A POINT IN THE CENTERLINE OF A 75' TRANSMISSION LINE EASEMENT AS DESCRIBED IN BOOK 213, PAGE 795; THENCE SOUTH 89 DEGREES 39 MINUTES 06 SECONDS EAST WITH THE CENTERLINE OF SAID 75' TRANSMISSION LINE EASEMENT A DISTANCE OF 20.39 FEET TO A POINT; THENCE NORTH 78 DEGREES 38 MINUTES 54 SECONDS EAST WITH SAID CENTERLINE A DISTANCE OF 2880.32 FEET TO AN IRON PIN SET IN THE WEST LINE OF CENTERHILL ROAD (80' RIGHT-OF-WAY); THENCE SOUTH 00 DEGREES 02 MINUTES 06 SECONDS EAST ALONG THE WEST LINE OF CENTERHILL ROAD A DISTANCE OF 1821.63 FEET TO AN IRON PIN (SET); THENCE SOUTH 89 DEGREES 57 MINUTES 54 SECONDS WEST A DISTANCE OF 9.37 FEET TO AN IRON PIN (SET); THENCE SOUTH 48 DEGREES 57 MINUTES 42 SECONDS WEST A DISTANCE OF 255.10 FEET TO THE POINT OF BEGINNING. CONTAINING 4,875,388 SQUARE FEET OR 111.92 ACRES OF LAND. *And being situated in the Southeast quarter.*

EXHIBIT "A"

Exhibit  
"A"